

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MARYLAND
*Greenbelt Division***

IN RE:

VERNDEL M. WHITE,

Debtor,

**U.S. BANK TRUST NATIONAL ASSOCIATION,
AS TRUSTEE OF THE BUNGALOW SERIES IV
TRUST,**

Movant,

vs.

VERNDEL M. WHITE,

Debtor,

JAMES WHITE,

Co-Debtor.

CASE NO. 24-15864

CHAPTER 13

MFR ECF NO. 14

NOTICE OF TERMINATION OF AUTOMATIC STAY

This notice serves to advise this Court that the Debtor failed to cure the arrears indicated in the Notice of Default (Doc 34) filed on April 17, 2025, related to real property located at **9300 Allentown Road, Fort Washington, MD 20744** (“Property”).

1. Pursuant to the terms of the Consent Order, and the filed Notice of Default, the Debtor was in default for the following payments: (a) November 01, 2024 to April 01, 2025, regular monthly payments in the amount of \$1,512.80 each; (b) less suspense balance the amount of \$1,487.20. Consequently, the total default amount is \$7,589.60.
2. As of May 05, 2025, the Movant has not received any monies and the Debtor’s total delinquency is in the amount of **\$9,102.40**. Consequently, the automatic stay is terminated pursuant to the terms of the Consent Order Modifying Automatic Stay and Co-Debtor Stay

(“Consent Order”) filed on August 14, 2024, (Doc 20) and the Movant is permitted to avail itself of its state court remedies pursuant to the underlying the Deed of Trust and Note and state law.

Dated: May 13, 2025

Respectfully submitted,

By: /s/ Hugh Andrew Smith
Hugh Andrew Smith, MDBN 2305170002
MCMICHAEL TAYLOR GRAY, LLC
3550 Engineering Drive, Suite 260
Peachtree Corners, GA 30092
Telephone: 404-474-7149
Facsimile: 404-745-8121
E-mail: hsmith@mtglaw.com
MTG File No.: 22-000379-18

CERTIFICATE OF SERVICE

I hereby certify that on **May 13, 2025**, the following parties were served a copy of the foregoing notice in the manner described below:

Via CM/ECF Electronic Notice:

Tommy Andrews Jr
122 N. Alfred St.
Alexandria, VA 22314

Rebecca A. Herr
Chapter 13 Trustee
185 Admiral Cochrane Dr., Suite 240
Annapolis, MD 21401

Counsel for Debtor

Chapter 13 Trustee

Via First Class Mail, Postage Prepaid:

Verndel M. White
9300 Allentown Rd
Fort Washington, MD 20744

James White
9300 Allentown Rd
Fort Washington, MD 20744

Debtor

Co-Debtor

/s/ Hugh Andrew Smith
Hugh Andrew Smith, Esq.

EXHIBIT

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MARYLAND**
Greenbelt Division

IN RE:

VERNDEL M WHITE,
Debtor,

CASE NO. 24-15864

U.S. BANK TRUST NATIONAL ASSOCIATION,
AS TRUSTEE OF THE BUNGALOW SERIES IV
TRUST,
Movant,

CHAPTER 13

MFR ECF NO. 14

vs.

VERNDEL M WHITE,

Debtor,

JAMES WHITE,

Co-Debtor.

FIRST NOTICE OF DEFAULT

Upon information provided by the Movant, undersigned counsel hereby files this First Notice of Default and respectfully represents as follows:

1. Movant is holder of a note secured by real property located at **9300 Allentown Road, Fort Washington, MD 20744** (the “Property”).
2. A Consent Order Modifying Automatic Stay and Co-Debtor Stay (“Consent Order”) (ECF No. 20) dated August 14, 2024, has been entered in the present case.
3. Pursuant to the terms of the Consent Order, the Debtor is in default for the following payments: (a) November 01, 2024 to April 01, 2025, regular monthly payments in the amount of \$1,512.80 each; (b) less suspense balance the amount of \$1,487.20. Consequently, the total default amount is \$7,589.60.
4. Pursuant to the terms of the Consent Order, upon filing of a notice of default, the Debtor

has fifteen (15) days to cure the default from the date of the mailing of this Notice. If the default is not cured, Movant shall be entitled to exercise its rights under non-bankruptcy law with respect to the Property without further order of this Court.

Dated: April 17, 2025

Respectfully submitted,

By: /s/ Hugh Andrew Smith
Hugh Andrew Smith, MDBN 2305170002
MCMICHAEL TAYLOR GRAY, LLC
Attorney for Creditor
3550 Engineering Drive, Suite 260
Peachtree Corners, GA 30092
Telephone: 404-474-7149
Facsimile: 404-745-8121
E-mail: hsmith@mtglaw.com
MTG File No.: 22-000379-18

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing **FIRST NOTICE OF DEFAULT** in the above captioned case was this day served upon the below named persons by either United States Mail or Electronic Mail at the addresses shown below:

VIA U.S. MAIL

Verndel M White
9300 Allentown Rd
Fort Washington, MD 20744

James White
9300 Allentown Rd
Fort Washington, MD 20744

VIA CM/ECF

Tommy Andrews Jr
122 N. Alfred St.
Alexandria, VA 22314

Rebecca A. Herr
Chapter 13 Trustee
185 Admiral Cochrane Dr., Suite 240
Annapolis, MD 21401

Dated: April 17, 2025

Respectfully submitted,

By: /s/ Hugh Andrew Smith
Hugh Andrew Smith, MDBN 2305170002
MCMICHAEL TAYLOR GRAY, LLC
Attorney for Creditor
3550 Engineering Drive, Suite 260
Peachtree Corners, GA 30092
Telephone: 404-474-7149
Facsimile: 404-745-8121
E-mail: hsmith@mtglaw.com
MTG File No.: 22-000379-18

EXHIBIT

Entered: August 14th, 2024

Signed: August 14th, 2024

SO ORDERED



Lori Simpson
LORI S. SIMPSON
U.S. BANKRUPTCY JUDGE

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MARYLAND
*Greenbelt Division***

IN RE:	CHAPTER	13
Verndel M. White	CASE NO.	24-15864-LSS
DEBTOR(S)		
U.S. BANK TRUST NATIONAL ASSOCIATION, AS TRUSTEE OF THE BUNGALOW SERIES IV TRUST MOVANT, Vs., Verndel M. White DEBTOR(S), James T. White CO-DEBTOR(S),		

**CONSENT ORDER MODIFYING AUTOMATIC STAY AND CO-DEBTOR STAY ON
REAL PROPERTY LOCATED AT 9300 ALLENTOWN RD,
FORT WASHINGTON, MD 20744 AND PROVIDING FOR IMPOSITION OF
EQUITABLE SERVITUDE FOR 2 YEARS**

U.S. BANK TRUST NATIONAL ASSOCIATION, AS TRUSTEE OF THE
BUNGALOW SERIES IV TRUST, (hereinafter "Movant") and Verndel M. White, (hereinafter

“Debtor”) each by and through counsel, reached an agreement in this matter, as follows. No other parties-in-interest has filed a response to the objection to motion to extend the automatic stay consequently does not object to the relief requested.

The parties further stipulate that Movant is a secured creditor of the Debtor and Movant’s claim is based upon a certain promissory note (“Note”) dated August 13, 2008, and repayment under the Note is secured by a Deed of Trust automatic stay is EXTEMNDED and MODIFIED, pursuant to 11 U.S.C. § 362(d) to permit Movant to initiate action with regard to the property located at 9300 Allentown Rd, Fort Washington, MD 20744, (the “Property”), including but not limited to the commencement or continuation of foreclosure proceedings as permitted by state law and pursuant to the terms of the Deed of Trust, to obtain or transfer title to the Property, and to allow the successful purchaser to take action permitted by state law to obtain possession of same; and it is further,

ORDERED that the above order is STAYED, provided the Debtor:

1. Makes the regular monthly payment on or before September 1, 2024, and on the 1st day of each month thereafter, as they become due, pursuant to the terms of the Note or any past or future loan modification agreement secured by the Deed of Trust on the Property; and,

ORDERED that all payments required under this Order shall be made payable to:

SN Servicing Corp
PO Box 660820
Dallas, TX 75266

ORDERED that if any payment or portion of any payment required to be made hereunder is not received by Movant by the date that it is due, including any payment due on or after September 1, 2024, the Debtor shall be deemed to be in default under this Order. In such event, Movant's attorney shall file a Notice of Default with this Court stating the amount due and shall mail a copy of said notice to the Debtor and to Debtor's attorney. If the Debtor does not (i) cure the default by paying the amount stated in the notice, or (ii) file an objection in which the Debtor contests the amount of the default and request a hearing thereon, within fifteen (15) days of the date of the notice, the automatic stay of 11 U.S.C. § 362(a) shall terminate without any further proceeding in this Court and Movant shall be free to initiate action against the Property, including, but not limited to, commencement of foreclosure action; and it is further,

ORDERED that any cure of the Notice of Default must include all amounts set forth therein, as well as any payments which may have subsequently become due under the terms of this Order and that are due at the time Debtor tenders funds to cure the default; and it is further,

ORDERED that the acceptance of partial payment by the Movant during the cure period shall not constitute satisfaction or waiver of the Notice of Default and the automatic stay shall terminate upon the expiration of the fifteen (15) day cure period in the absence of complete cure of the default, notwithstanding partial payment; and it is further,

ORDERED that in the event Debtor defaults pursuant to the terms contained herein, the Movant shall be entitled to reasonable attorney fees for issuance of each Notice of Default, and any additional fees for the issuance of a subsequent Notice of Termination of Automatic Stay; and it is further,

ORDERED that upon the filing of the third such notice of default, the automatic stay shall immediately terminate without further opportunity to cure and Movant shall be free to

initiate action against the Property, including but not limited to commencement of foreclosure proceedings; and it is further,

ORDERED that in the event Debtor converts this case to a case under Chapter 7 of the U.S. Bankruptcy Code, the automatic stay provided for under § 362(a) shall be terminated as to the Debtor's interests and the bankruptcy estate's interest, effective the date of conversion without any further proceeding in this Court; and it is further,

ORDERED that the co-debtor stay of § 1301 shall terminate in the event the automatic stay is terminated for any reason; and it is further,

ORDERED that the provisions set forth in this Order shall apply to any subsequent assignee of the Movant and/or their successors in interest; and it is further,

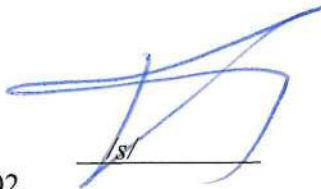
ORDERED that if the holder of any other Deed of Trust on the Property obtains relief from the automatic stay, then the Movant herein shall automatically be granted relief from the automatic stay; and it is further,

ORDERED, if this case is dismissed or automatic stay relief is granted on the property that no new bankruptcy filing shall invoke the automatic stay or co-debtor stay as to the above referenced property for a period of two (2) years from the entry of this Order thereby imposing an equitable servitude pursuant to 11 U.S.C. §362(d)(4).

ORDERED that the fourteen (14) day stay of relief pursuant to Fed. Rule Bankr. P. 4001(a)(3) is hereby waived.

SEEN AND AGREED:

/s/ Hugh Smith
Hugh Smith, MD Fed. Bar No. 2305170002

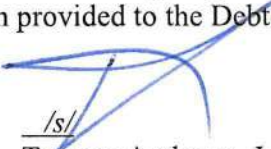


McMichael Taylor Gray, LLC
3550 Engineering Drive, Suite 260
Peachtree Corners, GA 30092
(404) 474-7149
hsmith@mtglaw.com
Counsel for Movant

Tommy Andrews, Jr.
122 N. Alfred St.
Alexandria, VA 22314
(703) 838-9004
Email: tandrews@andrewslaw.net
Counsel for Debtor

CERTIFICATION OF DEBTOR'S ATTORNEY

I HEREBY CERTIFY that I approve of the foregoing Consent Order Modifying Automatic Stay and that its terms have been provided to the Debtor, who consents to the terms provided therein.



/s/
Tommy Andrews, Jr.
Counsel for Debtor

CERTIFICATION OF CONSENT

I HEREBY CERTIFY that the terms of the Consent Order Modifying Automatic Stay submitted to the Court are identical to those set forth in the original; and the signatures represented by the /s/ on this copy references the signatures of the consenting parties on the original consent order.

 /s/ Hugh Smith
Hugh Smith
Counsel for Movant

cc:

Verndel M. White
9300 Allentown Rd
Fort Washington, MD 20744

James T. White
9300 Allentown Rd
Fort Washington, MD 20744

Tommy Andrews, Jr.
122 N. Alfred St.
Alexandria, VA 22314

Rebecca A. Herr
Chapter 13 Trustee
185 Admiral Cochrane Dr.
Suite 240
Annapolis, MD 21401

END OF ORDER